

EASEMENT

106932

THIS EASEMENT, executed this 14TH day of SEPTEMBER 1982, by BRIAN T. COMER AND LORI L. COMER, husband and wife, ROYCE EARL MOORE and HAZEL MOORE, husband and wife, first parties, to the CITY OF ELGIN, a municipal corporation of the State of Oregon, second party, WITNESSETH:

That for the consideration of the sum of One and no/100 (\$1.00) dollar, the first parties hereby convey, release, grant and transfer unto the City of Elgin, Oregon second party, a permanent and a temporary construction easement, including the perpetual right to enter upon the real estate hereinafter described at any time that it may see fit, and construct, maintain and repair water pipeline for the purpose of conveying water under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipeline, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said pipelines.

The legal description of the permanent and temporary easement granted herein are as follows;

An easement situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 15, T1N R39E, W.M. across a portion of Fourteenth (Florence) Avenue, Dulie Terrance and Block 14 of M.A. Stevenson's Addition to the City of Elgin, as per official plat thereof and vacations by the City of Elgin, Ordinance No. 1 1975, micro film document No. 54759 and Ordinance No. 13 1981, micro film document No. 104039, deed records of Union County Oregon, more particularly described as follows:

Commencing at the Northeast corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence South 89° 43' 06" West 404.00 feet along the North boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ to a point on the extension of the West boundary of said Fourteenth (Florence) Avenue;

Thence South 0° 11' 44" West along said extension to a point on the South Right-of-Way line of Elgin Palmer Junction Road and TRUE POINT OF BEGINNING;

Thence continuing South 0° 11' 44" West 360.00 feet to a point on the West boundary of said Block 14 which point is 69.69 feet from the Southeast corner of said Block 14;

Thence North 89° 48' 16" West 20.00 feet;

Thence South 0° 11' 44" West 120.63 feet parallel with the West boundary of said Fourteenth (Florence) Avenue to a point on the North boundary of Block 17 of said M.A. Stevenson's Addition;

Thence North 88° 55' 18" East 20.00 feet to the Northeast corner of said Block 17;

Thence South 0° 11' 44" West 49.13 feet along the West boundary of said Block 17 to the South Boundary of said Vacation Ordinance No. 1 1975;

Thence North 89° 48' 16" East 20.00 feet along the South boundary of said Vacation Ordinance No. 1 1975;

Thence North 0° 11' 44" East 529.14 feet parallel with the West boundary of said Fourteenth (Florence) Avenue to a point on the South Right-of-Way line of Elgin Palmer Junction Road;

Thence North 89° 43' 06" West 20.00 feet to the TRUE POINT OF BEGINNING;

Together with a temporary construction easement 40.00 feet in width, 20.00 feet on each side of that portion of the West boundary of said Fourteenth (Florence) Avenue and extensions thereof, lying North of the South boundary of said Vacation Ordinance No. 1 1975.

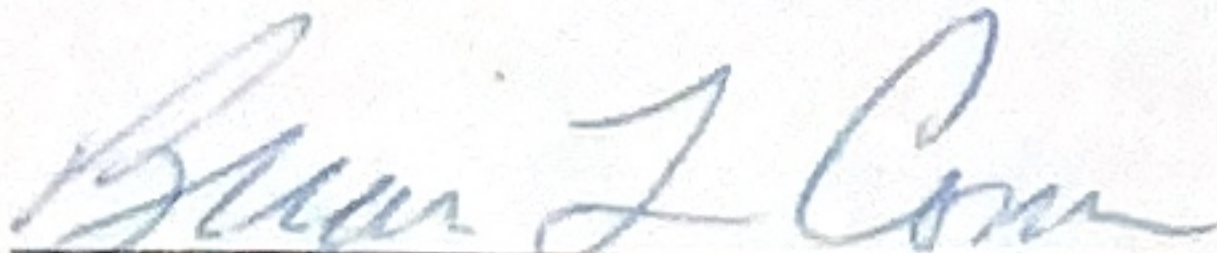
The temporary construction easement shall revert to the first parties at such time as the construction of the pipeline is finished and accepted by the City of Elgin.

The second parties agrees as follows;

1. That there will be no excavation by the second party within five (5') feet of the existing trees.
2. After the installation of any pipeline on the easement, Second parties shall remove all pipe and other property placed on the premises by or for Grantee, fill and level all ditches, ruts and depressions caused by construction operations, remove all debris resulting therefrom, and generally restore the surface of the easement within a reasonable time after the installation of such pipeline.
3. Second parties shall have the right to reconstruct, replace, remove, maintain and operate its pipeline and its appurtenances; provided however that Grantee in the exercise of its said rights shall restore the surface of the easement as near to its original condition as may be possible.

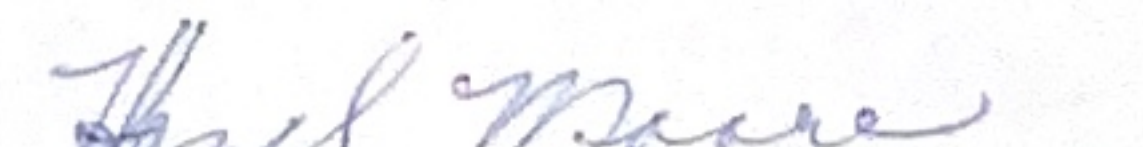
The easement granted herein shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

IN WITNESS WHEREOF, First parties have hereunto set their hands this 14TH day of SEPTEMBER, 1982.


BRIAN T. COMER


ROYCE EARL MOORE


LORI L. COMER


HAZEL MOORE

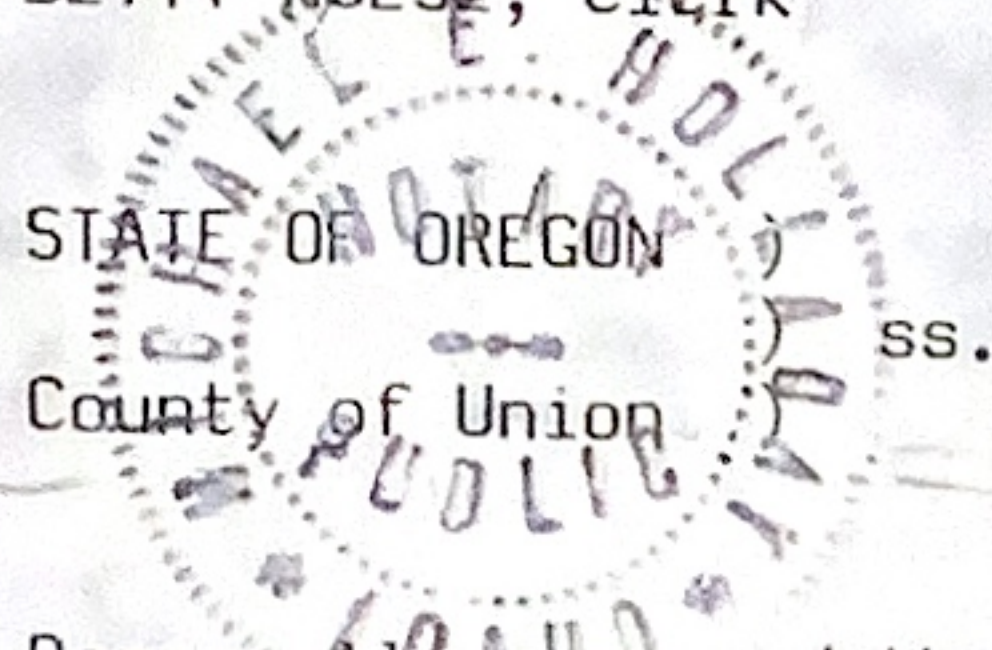
ATTEST :

CITY OF ELGIN, OREGON

Municipal Corporation - Second Party

Betty Hulse
BETTY HULSE, Clerk

Russell Hug
MAYOR RUSSELL HUG



Personally appeared the above BRIAN T. COMER and LORI L. COMER, HUSBAND AND WIFE, AND ACKNOWLEDGED THE FOREGOING TO BE THEIR VOLUNTARY ACT AND DEED.

Before me: Michael E. Holladay
Notary Public for ~~Oregon~~ **IDAHO**
My commission expires: 6-1-83



Personally appeared the above named ROYCE EARL MOORE AND HAZEL MOORE, HUSBAND AND WIFE, AND ACKNOWLEDGED THE FOREGOING TO BE THEIR VOLUNTARY ACT AND DEED.

Before me: Michael E. Holladay
Notary Public for ~~Oregon~~ **IDAHO**
My commission expires: 6-1-83

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STATE OF OREGON }
County of Union }
I certify that the within instrument
of writing was received for record on
the 18th day of
Nov. 1982 at 8:30
o'clock A. M., and recorded on page
in book Record of
Deeds of said County
SHIRLEY L. BOLIN County Clerk
by Barbara C. Bolin Deputy

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